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BK 7970 PG 232

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
3/21/2022 8:39:00 AM
FEE \$40.00 Pgs: 4
DEP eCASH REC'D FOR SUTHERLAND TITLE C

Tax Serial Number:
15-011-0003

RECORDATION REQUESTED BY:
First Community Bank Utah, Division of Glacier Bank
South Valley Branch
136 West 12300 South
Draper, UT 84020

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



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THIS MODIFICATION OF DEED OF TRUST dated March 18, 2022, is made and executed between DEPOT COMMERCIAL LLC, whose address is 197 W 4860 S, SALT LAKE CITY, UT 84107-7985 ("Trustor") and First Community Bank Utah, Division of Glacier Bank, whose address is South Valley Branch, 136 West 12300 South, Draper, UT 84020 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated November 2, 2020 (the "Deed of Trust") which has been recorded in Davis County, State of Utah, as follows:

Recorded November 12, 2020, Entry no. 3314589, Book 7636, Page 3499-3517, Davis County Recorder.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Davis County, State of Utah:

Lot 3, MASONIC TEMPLE SUBDIVISION, according to the official plat thereof, as recorded

**MODIFICATION OF DEED OF TRUST
(Continued)**

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in the office of the County Recorder, Davis County, State of Utah.

The Real Property or its address is commonly known as 458 East Highway 193 (700 South), Clearfield, UT 84015. The Real Property tax identification number is 15-011-0003.

MODIFICATION. Lender and Trustor hereby modify the Deed of Trust as follows:

The construction phase has been completed and the loan is hereby converted to a Term Agreement.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED MARCH 18, 2022.

TRUSTOR:

DEPOT COMMERCIAL LLC

NORTH AMERICAN MANAGEMENT, LLC, Manager of DEPOT
COMMERCIAL LLC

By 
JOHN M. ROBERTSON, Manager of NORTH AMERICAN
MANAGEMENT, LLC

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LENDER:

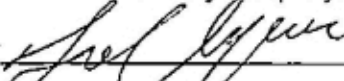
FIRST COMMUNITY BANK UTAH, DIVISION OF GLACIER BANK


X
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

On this 18th day of March, 20 22, before me, the undersigned Notary Public, personally appeared JOHN M. ROBERTSON, Manager of NORTH AMERICAN MANAGEMENT, LLC, Manager of DEPOT COMMERCIAL LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By 
Notary Public in and for the State of Utah

Residing at Salt Lake County
My commission expires 3-31-25

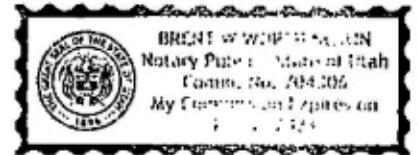


MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)



On this 18 day of MARCH, 20 22, before me, the undersigned Notary Public, personally appeared PATRICK BARLOW and known to me to be the VICE PRESIDENT, authorized agent for First Community Bank Utah, Division of Glacier Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First Community Bank Utah, Division of Glacier Bank, duly authorized by First Community Bank Utah, Division of Glacier Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of First Community Bank Utah, Division of Glacier Bank.

By [Signature]
Notary Public in and for the State of Utah

Residing at SL County
My commission expires 02/02/2023